

Packing, Marking and Shipping Instructions for Seaworthy Transport

Contents:

- 1 Country of Destination/Transport/Climatic Conditions/Storage
- 2 Labelling / Tagging and Marking of Single Parts
- 3 Rust Protections, Protection against Corrosion, Preservation
- 4 Technical Inspections
- 5 Packing
- 6 Dangerous Goods
- 7 Marking of Packages
- 8 Spare Parts and Tools for Mounting Purposes/Mounting Equipment
- 9 Items Exceeding Loading Gauge and / or Weight Limitations
- 10 Packing Lists
- 11 Final Delivery Schedule
- 12 Notification of Readiness for Dispatch
- 13 Export Declaration
- 14 Control of Scope of Supply
- 15 Liability

Enclosure

Enclosure 1 - International Handling Marks

Enclosure 2 - Packing List and Delivery Schedule Form

Enclosure 3 - Instructions for filling out the packing list

Enclosure 4 - Readiness for Dispatch Notification – Procedure

General remarks

These instructions for packing, marking, dispatch are to be considered:

- a) as a general manual (see para 17) applicable to the packing of the goods for orders with price basis "including packing" (packing to be carried out by supplier) - if there are any options mentioned in the order regarding packing and/or transport, Purchaser will inform supplier in due time.
- b) as obligatory instructions for the administrative settlement of the order and the transport of the goods.

If export packing is not part of the order and packing will be carried out by a packing company on behalf of Purchaser, the paras 1, 5, 7 of the Packing, Marking and Shipping Instructions then may be disregarded. In this case supplier will receive separate dispatch instructions. Nonetheless the goods shall be technically prepared for shipping to country of destination (e. g. to avoid that movable parts can move inside tanks, vessels, etc.).

Packing by a Packing Company in Supplier's Workshop

In case packing will be carried out by a packing company on our behalf in supplier's workshop the following tasks are under supplier's responsibility (including but not limited to):

- tagging and marking of single parts (see para 2)
- rust protection/ protection against corrosion/ preservation of the goods/ closure of openings/ protection of treated surfaces (see para 3)
- preparation of detailed specifications of the goods to be packed
- providing of the goods to be packed on time
- supplier has to give written notice to the packing company concerning any particular characteristics of the good as well as any special handling which may be required for example: sensibility of the goods, center of gravity, dangerous goods etc. and render any assistance necessary to the packing company in all matters concerning packing. Copy of a/m notice has to be sent to Purchaser, dept. transportation.
- notification of net weight of the goods
- render any aid and place at packing company's disposal free of charge, all facilities to carry out packing and loading of the goods such as cranes, operational personnel, electricity, compressed air etc. as well as indoor packing area

- preparing of packing lists (see para 10) - the conformity with the effective contents of each package is within supplier's responsibility (see para 17)
- loading of the goods and securing of the cargo
- packing companies has to be given free access to supplier's workshop during common working hours and during overtime hours if required.

1 Country of destination / Transport / Climatic Conditions / Storage

1.1 Country of destination: _____

1.2 Port of shipment: FOB sea/air port of exit to be approved by Purchaser according to Incoterms 2000

1.3 The transport will be affected by vessel and by subsequent land transport to site.
The goods shall be packed with regard to their peculiarities, considering:

- long transport route
- storage on site
- variable climatic conditions during transport, several periods of intermediate storages and storage on site (severe climatic conditions most notably: rain / salt air, high humidity – up to 100%, wide variances of temperature ranging from freezing to 55° C, condensation and dust / sand storms possible).
Packing must protect the material for a total transport- and storage period of minimum 18 months.
The guarantee period starts as soon as Purchaser has received supplier's notice of readiness for dispatch as demanded under para 13.

2 Labelling / Tagging and Marking of Single Parts

2.1 Labelling in general

The purpose of labelling is to identify the starting material (supplier) when it reaches its final destination (at the jobsite).

Every single material, bundle of pipes or single pipe, if shipped loose, shall have to be identified by the relevant tag.

Access to the tag must be such as to make it possible to take away the "counterfoil".

The "counterfoils" of the tags belonging to items contained in boxes/cases/pallets must be detached from the "stub" and collected in a plastic envelope on the outside of the package.

In case of material shipped to its final destination directly by the packer/supplier, the counterfoils must be detached after the completion of all the packing operations, grouped into

envelopes bearing the number of the relevant package and sent to the Purchaser's shipping department.

All single parts must be furnished with durable and weather proof marking showing the data indicated in the order and / or in the technical specifications enclosed to the order. Should it not be possible to mark the single parts themselves, rustproof and resistant tags have to be used.

The tags shall be securely fastened to the single parts, e.g. with nylon string.

In addition to the a/m instructions spare parts and tools have to be marked as "**Spare parts**" or "**Tools**".

In case of spare parts for "two years operation" these parts must be marked as "**2 year spares**".

The indications mentioned in Para 2 have to comply with the indications given in the column "contents" of the packing list.

3 Rust Protection, Protection against Corrosion, Preservation of the Goods, Closure of Openings, Protection of treated Surfaces

- 3.1 Should the order and / or the technical specification not contain any instructions in this matter, although supplier's experience shows appropriate measures to be necessary, please get immediately in touch with Purchaser.
- 3.2 Please take into consideration that cases might be inspected by customs authorities in destination country by opening the cases and destroying the protective foil. Thus, appropriate measures should be taken to protect these parts accordingly also after customs inspection during the storage period. If applicable, alternative packing methods (e. g. VCI-packing – i. e. Vapour Corrosion Inhibitor) might be applied instead of vacuum packing.

4 Technical inspection

The instructions in the order and / or in the technical specifications have to be observed.

5 Packing

- 5.1 Packing may not to be carried out unless Para's 2-4 above have been settled. The goods have to be packed for dispatch to the country of destination mentioned as per Para 1, under consideration of the peculiarities (see also Enclosure 1)
- 5.2 Supplier and/or his packer are expected to be sufficiently experienced in manufacturing of export packing. The packing has to be carried out under the most technical up-to-date method. Appropriate standards and rules of the transit countries as well as of the country of destination have to be considered as a minimum requirement.

5.3 Rough treatment during the transportation necessitates a rugged and robust construction of packing.

Packing has to protect the equipment against all kinds of damages (moisture, rain, rust, corrosion, shocks, rough treatment, sand etc.) during transportation by different means of transport as truck, railway, ship (corresponding heights of stacking in the various types of ocean vessels as well as big stress during sea-transport have to be taken in consideration). Furthermore, several transhipments and handlings by crane, fork lift, hand barrow, lift truck, car truck and periods of intermediate storages and storage on site have to be considered.

Unless otherwise stated in existing instructions – for example in transport sketches or package marks – a uniform load per unit area of 1 metric ton per m² must not be exceeded when packages (wooden boxes and crates) are stowed on top of each other. Any deviations from this rule must be approved by Purchaser or by Purchaser's representative commissioned with surveillance.

All boxes and crates have to be surrounded several times by strong (30-32 mm wide) iron strapping. The iron strapping has to be pulled around the box.

Cases, crates, part packing, skids, saddles etc. and their runners, square transverse timbers and wooden supports etc. shall be accommodated to the weights and peculiarities of the merchandise.

For equipment to be transported on saddles, skids or similar the ground clearance of the underside has to be at least 15 cm.

To fasten the lifting ropes, unobjectionable preconditions have to be provided. It must be ensured that lifting ropes cannot slip off.

In case of varnished, primed or clear tanks, vessels or columns, the lifting points must be cushioned with suitable material to avoid scrubbing of the lifting ropes (normally steel ropes).

Generally all runners have to be bevelled at the ends.

Runners longer than 2 meters shall be furnished with sliding runners (bottom runners). This is necessary for fixing of the lifting ropes - with due allowance for the centre of gravity - and in order to move the package by fork-lift truck sideways.

Heavy packages must be fixed by bolts at strong square timber skids and be surrounded - if necessary - by strong timber frames.

For packages up to 15 tons it should be secured that handling with forklift is possible.

The packing must be designed in such a manner that its dimensions are not increase unnecessarily.

If the size of an equipment allows ocean shipment (see Para 1) in a container, which is up to our decision, the dimensions of the container shall be considered when manufacturing the packages. If packages filling out inner container dimensions almost completely, they should be provided with lashes accessible from the front in order to unload the material safely out of the container.

Please consider that in case of FOB delivery by the supplier the costs for containerization / stuffing of containers are part of the contractual agreement as per Purchasers Purchase Order. When being stuffed in containers the packages are to be secured against shifting and sliding inside the container. The same above mentioned regulations apply in case of FCA terms of delivery, i. e. the containers are provided by Purchaser's transport company.

The inside dimensions of the containers are:

- 580 x 220 x 205 cms for 20'-containers
- 1180 x 220 x 205 cms for 40'-containers

All openings at tanks, columns, machines, motors, exchangers etc. have to be closed. Corresponding instructions of the technical specifications shall be observed.

Supplier shall avoid the manufacturing of too small boxes or packages to minimize the risks of loss or theft or of damages by rough handling like dropping, edging etc. However, the weight of a package shall not exceed 5 tons without the necessity of goods to be packed.

Excelsior, hay, straw, printed paper, used bags, drawings and brochures, etc. are not to be used to fill empty spaces.

The Purchaser reserves the right to inspect the packing at works of manufacturer and / or at packing companies charged by supplier and / or at the port of shipment. Purchaser can demand the presence of the supplier during said packing inspections. Therefore the supplier is requested to give a notice for planned readiness of packing at least 30 days in advance.

5.4 In case packing is made of wood

- Waterproof, glued, 13-mm thick plywood is to be used and fumigation certificate is to be attached along with packing list.
- boards must be at least of grade III (or better), in case of mechanical sorting of cutting - class MS 17, in case of visual sorting of cutting - class S13 following DIN 4074 however, free of rind and wood edges on all sides without decolorations and ravage by insect
- board used as fillets, planks square timber and timbers at least of grade II (or better), in case of mechanical sorting of cutting - class MS 17, in case of visual sorting of cutting class S13 following DIN 4074 however, free of rind and wood edges on all sides, without decolouration, without knots or concentration of knots as well as ravage by insect and wood with defective growth.

Defective wood and branchy wood are not to be used for critical parts of the packing. Supporting square timbers shall not be divided in areas of stress e.g. twisting or torsion.
Board thickness at least 24 mm or stronger, according to requirement.

Used wood or used packing are not to be used for manufacturing of the packing.

- 5.5 Parts prone to corrosion and sensitive parts (e.g. switch cabinets, measuring instruments, electrical instruments, valves, armatures, flanges, machines, welding electrodes, welding rods, spare parts etc.) have to be welded in appropriate foil (foil made of PVC must not be used) and packed into cases adding desiccant. Cushioning material is to be used if necessary.

We draw your attention to the fact that PE-foil is getting brittle at temperatures lower than minus 10 degree C and thus loosing its protective function.

Damage of the foil (for instance by chafing) in which the packed material is welded in has to be avoided by cushioning of the packed material against the foil and the foil against the box wall.

- 5.6 Between the bottom side of the box lid and the reinforcing frame, a waterproof board e.g. "Akylux" has to be placed to avoid that water bags may arise on the foil encasing the packed material. Thus the foil will become brittle. In case the dimensions of the waterproof hard board are smaller than those of the box lid, the waterproof boards have to be jointed overlapping each other 10 cms or more. Additionally a polyethylene foil (not less than 0.2 mm) has to be placed between the box lid and the waterproof hard board .

The inside of the boxes must be lined with waterproof casing (cloth-centered bitumized paper like "Textoplan" - the use of oilpaper is not allowed) shingle like pointing outwards. The bottom of the boxes must not be lined!

- 5.7 The contents of the boxes has to be supported and secured against shifting and sliding which might result from sharp buffing load and similar. Heavy parts such as motors, generators shall be securely fastened to the load bearing member of the bottom of the cases (square timbers) by bolts.
- 5.8 Equipment such as columns, tanks, exchangers etc. have to be fixed to strong square timber skids with longitudinal runners. The equipment shall be encircled by flat iron bars (not iron straps) which are fastened by bolts to the skids.

The flat irons have to be lined with suitable cushion material to avoid scrubbing of the paint or prime coating.

Equipment which is shipped on skids without casing the sensitive attachments are to be protected against damage or have to be encased. All projecting parts have to be protected adequately by wooden casing.

In case of ocean shipment all columns, tanks, vessels and equal equipment have to be prepared with sufficient possibilities for lashing and securing on the ship and to be clearly marked on the equipment itself. This must also be shown in the transport sketches (see Para 9.1). For lashing of the cargo on truck, rail wagon or ship, normally chains, ropes, shackles etc. made of rusting material are used. If this is not compatible with the material to be supplied, corresponding protective measures are to be undertaken. Information hereto is required by Purchaser, dept. transportation.

Lifting points (points where ropes can be adjusted) on equipment made out of non-corrosive material have to be protected to get in contact with corrosive material (e.g. wire ropes). This can be done by adjusting non-skid cushions (no wood) at the lifting points.

- 5.9 Straight pipes up to 4" diameter must be packed in wooden cases. Pipes with diameter more than 4", profile steel and structural steel parts have to be packed in bundles by use of non-skid bearings between the materials. The bundles shall be held together top and bottom by means of U-shaped irons which are bolted together with threaded rods, nuts and lock-nuts so that no part can get loose even when the bundle is tilted. The stud ends must not project beyond the U-shaped iron (U-shaped irons which are used as bottom runners)

Pipes with diameter larger than 40" – which are insensitive against damage and corrosion - can be delivered loose with appropriate opportunities for lashing and securing the loose pipes on the means of transport.

To avoid damages and deformations, pipes with large diameter and / either small wall-thickness have to be reinforced at least 2-3 times, depending on the length of the pipes.

Pipes which are sensitive because of their kind of material, thickness of wall, surface treatment etc. must be bundled and packed in wooden boxes; as far as necessary the packing has to be made as per Para. 5.5.

If the constructional character of piping material, profile steel and steel structure is applicable for stowage in container, the export packing should be prepared, that stowing in 20' / 40' standard box container is possible. The cases and bundles should be prepared in a manner that it is possible to stow and re-stow packages in standard container with standard loading / unloading equipment.

Purchaser suggests using wooden skids mounted under each bundle or case, supporting stowage into the container. Furthermore supplier has to provide the skids with lashes which help to pull the material out of the container.

Profile steel and / or structural parts should be handled in the same manner as piping material described above.

Generally piping material, structural parts, profile steel and similar which is bundled together shall not weigh more than 5 tons, if not stated otherwise by Purchaser.

Pipe openings are to be closed with pipe end caps.

- 5.10 Cable drums must be tightly encased with wooden boards. Coils of cables have to be packed into cases.
- 5.11 Equipment respectively auxiliary means of transport and / or packing incl. accessories (pallets, containers, supports for transport, iron strapping, ropes etc.) all made of ferrite (corrosive) material must not get in contact or must no be packed with austenitic material.
- 5.12 If "shipper's own" containers are used they have to correspond to the legal regulations. These containers have a CSC-safety admission label with a validity of at least 6 months starting from the date of notice of readiness for dispatch transmitted to Purchaser as well as

They have to be wind and water proof, and the doors have to close tightly.

Loading of the containers -"shipper's own" as well as containers belonging to shipping companies and securing of the load have to be carried out considering the regulations for loading and securing goods in containers and on trucks for sea transportation, latest edition.

The interior of the container has to be accessible for the carrier at the place of loading or port of shipment.

- 5.13 In addition to the information required in para 6, Purchaser, dept. transportation has to be informed in due time, however latest together with supplier's advice of readiness for dispatch, about special peculiarities of the material to be delivered / packed, in particular about risk and danger, susceptibility to shock and corrodibility etc.

6 Dangerous Goods

When dangerous goods have to be delivered like **explosives, gases, flammable liquids and solids, oxidizers, poisonous-, radioactive-, corrosive-, or other dangerous goods,**

These items have to be packed and loaded in conformity with actually valid regulations and laws, and packages have to be loaded separately if necessary. The outer-packing of the boxes must show the corresponding **warning marks and permittance number** of the packing.

Immediately after the receipt of the order, Purchaser, dept. transportation needs written information about the delivery of dangerous goods. This information should include material safety data sheets of the dangerous goods to be shipped.

2 weeks **before shipment** Purchaser needs a written and duly signed "Dangerous Goods Declaration" containing hazardous class, UN-No., Rand-Nr. etc. according to the following regulations:

- | | | |
|---|-------------------------|--|
| a | shipment by truck/ rail | ADR / RID |
| b | ocean freight | IMDG-Code |
| c | airfreight | IATA / ICAO dangerous goods regulations etc. |

Above mentioned information has also to be stated in supplier's notification of readiness for dispatch.

Please note, that supplier will be held responsible for the correct and exact observation of the concerning regulations and laws.

7 Marking of Packages

7.1 Marking shall be in conformity with DIN 55402 part 1 and part 2, however, with limitation that the marking symbols may be fixed by labels or plates only, if it is impossible to mark on package surface with paint and that packages weighing less than 1000 kgs have also to be marked with the weight.

Marking symbols for dangerous goods see para 6.

7.2 Quadratic packages must show the mark on two adjoining sides, cylindrical packages however on two opposite sides.

7.3 In the case of unpacked material the shipping mark shall be printed on metal tags which shall be fastened directly on the equipment at least twice at two sides or the two ends.

7.4 Shipping marks

Identification on cases, crates, skids not suitable for container shall be stencilled on three sides (on two opposite sides and on top of the box/crate) in letters 50 mm high minimum (if possible), in black waterproof und sun proof ink or paint, as follows:

Project Name/Client Name

Project site address

Package No. ...

Job No. ...

Item Number No. ...

Gross Weight Kg ...

Dimension ... mm x ... mm x ... mm

* Package no. will be provided by originator of this document after receipt of the preliminary packing list.

7.5 Handling marks

In order to ensure correct handling, the packages must also be marked with handling marks as per DIN 55402 part 1 (see Enclosure 2 by extract) in accordance to their peculiarities.

Additionally each package shall show the storage symbol, which supplier has to enter in the packing list (see Enclosure 3).

If more than a/m handling symbols are necessary, supplier shall contact Purchaser, dept. KB-V (Name and extension see page 1).

7.6 Marking has to be done in English and has to comply with the shipping documents.

8 Spare Parts and Tools for Mounting Purposes / Mounting Equipment

8.1 Spare parts for construction, commissioning, start-up must be packed separately from the main parts if not otherwise stated.

"2 years spares" and capital spares have to be packed separately in any case. We would like to draw supplier's attention to Para 2 "marking of single parts" as well as to Para 10.2 (instructions for filling-out the packing list).

8.2 Mounting tools / mounting equipment which will be used at job site temporarily only and be returned afterwards have to be packed separately and be announced for dispatch by a separate letter or Email.

For each package containing such material in the packing list the following heading has to be stated in the column "Contents".

Tools / apparatus for mounting purposes for temporary use and re-export

This remark has also to be stated as subject in notification of readiness for dispatch!

9 Items exceeding loading gauge and / or weight limits

9.1 Items which exceed - including all projections and packing - one of the following dimensions and / or the gross weight of

Length: 12 m
Width: 2.5 m
Height: 2.6 m
Gross weight: 25 tons

have to be considered as parts exceeding loading gauge and / or weight limits for sea freight and transportation to the job site in the country of destination (see Para 1).

For transport to the shipping port the critical dimensions and weight have to be considered (see Para 9.2).

All items exceeding only one of the above mentioned dimensions and / or weight have to be treated as parts exceeding loading gauges and / or weight limits.

Should supplier's scope of delivery include items exceeding dimensions and / or weight mentioned above the following has to be observed:

Immediately after receipt of the purchase order the preliminary dimensions and weights, under consideration of all projections and packing, have to be indicated by letter to Purchaser, dept transportation.

Latest 3 months prior the shipping date of such parts, transport sketches on a scale of 1:25 (1x reproducible and 4 copies) shall be sent to Purchaser, dept. transportation.

These drawing must contain the following details:

- side view and profile of the equipment
- maximum dimensions in cms, including nozzles and other projecting parts und consideration of transport saddles and / or packing
- gross weight in kgs
- Sling marks for lifting ropes indication angle of rope (degree) or height of crane hook (only applicable in case of restrictions relating hereto). In case of more than two possible sling marks, drawing has to show the combination of sling marks which must only be used together.
- Sling marks to be used for securing goods on means of transport (truck, railway wagon, ocean vessel)
- Position of centre of gravity in axial direction and position of centre of gravity referring to the cross sectional area of the part of equipment (measure of height / measure of sides)
- point of support (points where the package can be supported during transportation and storage) - only to be indicated if there are any restrictions relating hereto - if points of support may only be used within a serial order (one after another), transport drawings must show relevant instructions.

Moreover, the following information has to be given if the case may be:

- Information about any precipitating agent of nitrogen to protect the interior of the vessel from corrosion with information about the inflation pressure.
- Other instructions to be observed during transport and / or lifting / handling of such pieces

The legend of the drawings has to show the following remarks:

**"Caused by reproduction, deviations in scale of the drawing may be possible
- only the measurements stated on the drawing are applicable"**

- 9.2 Supplier has to apply for special permission for the transportation of such items to the port of shipment (see Para 1.2) and to procure suitable means of transportation in such good time that there will be no delay in delivery.

10 Packing List

- 10.1 For settlement of this order enclosed packing list and delivery schedule forms (Encl. 3 and 4), which will also be conveyed as .xls files by e-mail, **must** be used.

The packing list has to be filled out according to the actual facts (exactly weighed net - and gross weight, actual dimensions and actual contents (see Para. 10.2).

Abbreviations are not allowed!

- 10.2 An instruction for filling out the packing list is enclosed (Encl. 5).
- 10.3 An overall packing list has to be issued on shipment basis and send to Purchaser.
A single packing list shall be attached outside each package in a water / sand-proof envelope covered by a metal sheet. Copies of the packing list shall be included in the package, fastened to the box lid.

11 Final Delivery Schedule

Not later than 4 weeks before delivery Purchaser, originator of these instructions has to receive the final delivery schedule .xls file (form as per encl. 4) showing the following details (in case of part shipment separate data for each part shipment):

1. deadline of delivery as per order
2. value
3. total gross weight
4. total volume
5. specification of the parts to be delivered
6. parts exceeding loading gauge and/or weight limits (see Para 9) to be mentioned separately
7. indications as to dangerous goods to be delivered and if an details as per Para 6

These data are of special importance for booking space on the ocean vessel.

All costs for freight, dead freight, cancellation, demurrage, delay etc. and extra handling which may arise and result in connection with the aforesaid resulting out of deviations of more than 5 % plus/minus from the final delivery schedule to the actual data will be to SUPPLIER'S account.

12 Notification of Readiness for Dispatch

In the first instance supplier shall follow the procedure described in enclosure 4.

Upon readiness for dispatch the packing list has to be sent to Purchaser (see Para 10). Together with these documents Purchaser requires information about the value of each shipment (especially for partial shipments).

According to the conditions of the contract, Purchaser is obliged to issue a Certificate of Origin. Thus, we require latest with the notice of readiness for dispatch the supplier's declaration being valid for the year in which the delivery will actually take place. If not, please send us this document without delay, indicating clearly the country of origin e.g. "European Community" or "India". In case that the scope of supply was not manufactured in European Community member countries, you are to provide us with an original Certificate of Origin certified by the local chamber of commerce indicating Purchaser as consignee as well as mentioning the Job- and Purchase Order No. In case of any questions regarding this subject please turn to the originator of these instructions.

The consignment cannot be released for shipment until Purchaser has completed the export documents. It is in supplier's own interest to send the notification of readiness for dispatch as soon as possible to:

Linde Engineering India Pvt. Ltd. ,
38, Nutan Bharat Society,
Vadodara – 390007
Gujarat - India
Email to : Ram.Chavda@linde-le.com

Only this way Purchaser can release the consignment for shipment and the supplier can meet the stipulated deadline.

13 Export declaration

- 13.1 Supplier is responsible to observe all legal regulations for the export from the country of dispatch to the country of destination and to issue the required documents. In case of delivering equipment requiring an export licence, the Purchaser has to be notified in written immediately after placement of the order (contact details as per cover sheet of this instruction). Supplier has to fulfil his obligation according to Incoterms 2000.
- 13.2 Export declaration is required for all equipment exported out of European Community. Supplier has to fulfil his obligation according to Incoterms 2000.

14 Control of Scope of Supply

In case that supplier has to send goods pre-packed to a packing company which will arrange the export packing on behalf of Purchaser, supplier's packages will not be opened for the control of the contents. This control will be done at final destination on site. The acknowledgement of good receipt of the material given by the packing company to supplier cannot be considered as control of scope of supply.

When during examination of the supply at site it will be found out that the supply is incomplete, deficient or damaged, the non-deficient parts of the shipment will be accepted under the reserve that the missing, deficient or damaged parts will be replaced by supplier at his costs and

risks, freight to job site prepaid within reasonable time appointed by Purchaser. After expiration of this deadline date, Purchaser or a third party, on behalf of Purchaser, may replace at supplier's cost and risks the goods not yet received or not received in good condition and shall compensate such costs by the value of the order. Any amounts paid in excess shall be reimbursed by supplier. If due to late delivery Purchaser is no longer interested in the replacement delivery, Purchaser may cancel the order entirely or partially without time extension.

15 Liability


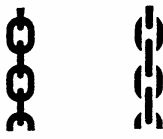



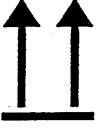
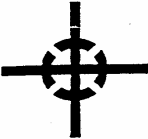









The general packing instructions as per Para 5 are not exhaustive. If the material to be delivered necessitates additional measures to meet the requirements, supplier shall take necessary steps.

It has to be pointed out that all materials and equipment are subject to a final receiving control upon arrival at the site in the country of destination (as per Para 1.1). For each delivery a report will be issued showing any damages as well as any discrepancies of the contents of the package against those stated in the packing list. This report is also binding for supplier.

Supplier will be held responsible for all damages and cost arising from non-observance of the "ANNEX TO ORDER Packing, Marking, Dispatch", especially damages caused by inadequate rust protection, protection against corrosion, preservation, packing for dead freight, demurrage which occurred through supplier's failure or neglect.

Moreover supplier will be held responsible for any deviation from the contents of the packages against the packing lists and / or damages on packed parts. In this case supplier has to replace the incomplete, deficient or damaged parts at his own costs and risks at the site in the country of destination (see Para 1.1), freight charges and / or customs duties paid by supplier within a reasonable time appointed by Purchaser.

Enclosure 1: INTERNATIONAL MARKS

 00463	Keep dry	 00468	Sling here
 00464	Keep away from heat	 00469	Fragile Handle with care
 00465	Use no hooks	 00470	This way up
 00466	Centre of gravity	 00471	No hand truck here
 00467	Clamp here	 01200	Do not destroy barrier
 02904	stacking limitation	 02703	Beware of electrostatic discharge
 03231	Tear off here	 02902	Temperature limitation
 03257	Protect from heat and radioactive sources	 02903	Do not use fork lift truck here

Enclosure 2: Packing List Sample Form and Delivery Schedule

MASTER PACKING LIST (MPL)



LINDE Partid Shipment No.		P.O. Comp. : S1		Information Status <input type="radio"/> Delivery Schedule / Preliminary Packing List <input type="radio"/> Final Packing List	
Reading for Shipment 2008-01-01		Vendor		LINDE-ICA-Dresden GmbH	
LINDE Job-No. 3120033G		P.O. No.		LINDE-ICA-Dresden GmbH	
Package#		Weights		Dimensions	
Vendor Coll-No	Type	Linde Coll-No	Kind of Package	Net Weight [kg]	Gross Weight [kg]
				Length [cm]	Width [cm]
				Height [cm]	Volume [m ³]
				Storage Instructions	Handling Information Remarks
Vehicle (Pick-Up) Reference: Person in charge for handling agent/truck: Phone: Fax: email: Loading time: _____ Time/Port: _____ Loading time: _____ Time/Port: _____ Loading time: _____ Time/Port: _____ Earliest possible pick-up date: 2008-01-01					
Pick-Up Information Exact Address for collection of the material:					
Following documents must be requested to be sent to LINDE together with this Preliminary Packing List: REQUESTED IN ANY CASE / FOR EACH DELIVERY... 1) Export declaration (EX/AVE/VAE) 2) In case of other than full cargo or heavy lifts - or in case of ADR 1002 - the material transport plan to be provided by the customer AGAIN! 3) For dangerous goods, the MSDS and the slipper declaration must be provided for all dangerous goods. 4) If above requested documents are missing, incomplete or wrong, the Nomenclature of the address for shipment will be checked by LINDE and we may take a delayed delivery with risk for the party according to the purchase order contract.					
Sum		0,0 kg	0,0 kg	0,00	

Storage Instructions
 1) In case of other than full cargo or heavy lifts - or in case of ADR 1002 - the material transport plan to be provided by the customer AGAIN!
 2) For dangerous goods, the MSDS and the slipper declaration must be provided for all dangerous goods.

Form of Package
 1) In case of other than full cargo or heavy lifts - or in case of ADR 1002 - the material transport plan to be provided by the customer AGAIN!
 2) For dangerous goods, the MSDS and the slipper declaration must be provided for all dangerous goods.

Enclosure 3: Instructions for filling out the packing list

Explanation of the Master Packing List

Cells in Worksheet 'Master Packing List (MPL)'	Attributes		Explanation	Example	Trigger	Responsibility
A1	LINDE's Partial Shipment No.		LINDE' Partial Shipment No. needs to be indicated by LINDE and is the result of the advised delivery. LINDE' Partial Shipment No. always consist of numbers (no letters).	1234	with the Final Packing List at the latest	LINDE
A2	Readiness for Shipment		Readiness for shipment means the compulsory date of readiness of shipment advised by the vendor. The date can be entered like 'dd.mm.yyyy' or 'yyyy.mm.dd' The display is always 'yyyy-mm-dd'	2008-01-01	with the Delivery Schedule	Vendor
E1	P.O. Comp.		The P. O. Comp stands for the reference number of LINDE's location which purchased order. The information of LINDE's location is always indicated on each page of LINDE's purchase orders, in front of the P.O. Number.	01' if Linde Engineering in Pullach is the buyer '51' if Linde-KCA-Dresden GmbH is the buyer	with the Delivery Schedule	Vendor
E2	Vendor		The complete company name of the vendor is requested.	Company XY Ltd.	with the Delivery Schedule	Vendor
E3	P.O. No.		The P.O. Number stands for LINDE's purchase order number which is always indicated on each page of LINDE's purchase order. The combination of numbers and letters is always as in the following example.	2AB123	with the Delivery Schedule	Vendor
K1	Information Status		For detailed Instructions please read also the document 'Readiness for Shipment Procedure, Enclosure X of the Annex to Order Packing, Marking and Transport'		Performance related	Vendor
Columns in Worksheet 'Master Packing List (MPL)'	Group Name	Attributes	Explanation	Example	Trigger	Responsibility
A	Packages	Vendors Colli-No	In case vendor is generating a package number (Colli-No.) for each package unit which will be delivered, the vendor can announce the allocation as per package unit within column C.	as per vendor's condition	with the Delivery Schedule	Vendor
B		Typ	Typ stands for the character of the Package. Typ 'K' stands for the adequate packing for transportation up to the final destination (if no consolidation is announced by LINDE). Typ 'B' is the right definition if the adequate packing of the good is not in the scope of the vendor or if LINDE announces further consolidation with other goods. Typ 'C' stands for vendor's delivery in containers.	K or B or C	with the Delivery Schedule	Vendor
C		Linde Colli-No	The LINDE package number (Colli-No.) needs to be indicated by LINDE and is the result of the advised numbers of packages. The LINDE package numbers always consist of numbers (no letters). Please be aware that ones a connection between LINDE's package number and vendor's advised numbers of packages has taken place, every deviation needs to be communicated within the same day of occurrence.	12345	with the Final Packing List at the latest	LINDE
D		Kind of Package	Kind of Package stands for a three letter code and gives information about the character of packing. The meaning is as follows: 001 = case 002 = crate 003 = unpacked 004 = skid 005 = bundle 006 = carton 007 = drum 010 = bag 011 = pallet 016 = carriers owned container (Leihcontainer) 019 = shippers owned container (Kaufcontainer)	001, 002, ...	with the Delivery Schedule	Vendor
E	Weights	Net Weight [kg]	Self explanatory		with the Final Packing List at the latest	Vendor
F		Gross Weight [kg]			with the Delivery Schedule	Vendor
G	Dimensions	Lenght [cms]			with the Delivery Schedule	Vendor
H		Width [cms]			with the Delivery Schedule	Vendor
I		Height [cms]			with the Delivery Schedule	Vendor
J		Volume [m ³]			with the Delivery Schedule	Vendor
K	Handling Information	Storage Instructions	Storage Instructions stands for a three letter code and gives information about the necessary storage conditions. The meaning is as follows: 000 = no storage instruction 001 = storage under protective roof 002 = storage in closed rooms 003 = storage in closed rooms with plus temperature	000, 001, ...	with the Delivery Schedule	Vendor
L		Remarks	In case the vendor is obliged to provide LINDE with further handling information the column L may be used (e. g. declaration of Dangerous Goods).		on demand	Vendor / LINDE
M - Q	Pick-Up Information		Self explanatory		with the Preliminary Packing List at the latest	Vendor

Please be informed that every attribut which is marked with a cross on the top of each column is strictly required for this project!

Column in Worksheet 'Detailed Packing List (DPL)'	Attributes	Explanation	Example	Trigger	Responsibility
A		consecutive number of items or sub-items resp. filled in the detailed packing list (DPL)	1, 2, 3,...		
B	if applicable Vendors Partial Delivery Number	In case vendor is generating a partial delivery number for the supply of the ordered goods the vendor can announce the allocation as per partial delivery number within column B.	as per vendor's condition	with Delivery Schedule	Vendor
C	if applicable Vendors Package Number (Colli-No.)	In case vendor is generating a package number (Colli-No.) for each package unit which will be delivered, the vendor can announce the allocation as per package unit within column C.	as per vendor's condition	with Delivery Schedule	Vendor
D	LINDE Package Number (Colli-No.)	The LINDE package number (Colli-No.) needs to be indicated by LINDE and is the result of the advised numbers of packages. The LINDE package numbers always consist of numbers (no letters). Please be aware that ones a connection between LINDE's package number and vendor's advised numbers of packages has taken place, every deviation needs to be communicated within the same day of occurrence.	12345	with the Final Packing List at the latest	LINDE
E	P.O. No.	The P.O. Number stands for LINDE's purchase order number which is always indicated on each page of LINDE's purchase order. The combination of numbers and letters is always as in the following example.	2AB123	with Delivery Schedule	Vendor
F	P.O. Item	The P.O. Item stands for the order item in the purchase order placed by LINDE.	1	with Delivery Schedule	Vendor
G	P.O. Sub-Item	In case the ordered subject of one order item will be delivered knocked down, the vendor must indicate this via P.O. Sub-Item consecutively.	1	with Delivery Schedule	Vendor
H	Quantity	Quantity means the number of the ordered goods which will be advised for delivery (if the information status on the worksheet 'Master Packing List' is set on 'Delivery Schedule / Preliminary Packing List') or which will be noticed as ready for shipment (if the information status on the worksheet 'Master Packing List' is set on 'Final Packing List') by the vendor.	6	with Delivery Schedule	Vendor
I	Quantity Unit	Quantity Unit means the unit in which the good was ordered or - in case of delivery is knocked down - the typical unit in which the good will be handled. Please be informed that you can select the Quantity Unit via a drop down list. Of course you can copy and paste the selected unit on each other relevant field in this column.	01, Piece or 03, Kilogram or 04, Meter or 07, Liter or 22, Set	with Delivery Schedule	Vendor
J	Net Weight in kg per Quantity Unit			with Delivery Schedule	Vendor
K	Weight per P.O.-Item total		0,0 kg	with Delivery Schedule	Vendor
L	Description of goods	Description of goods means the description as per LINDE's purchase order or - in case of delivery knocked down - the description of each part. Abbreviations are not allowed.	valves, pipes, tank, motor, ...	with Delivery Schedule	Vendor
M	STL-No or Vendors Part No (e.g. BOM, Construction-No, Sequence-No.)	The STL-No or Vendors Part No shall identify each tagged item which will assembled before transport.	If a Motor and a gear box tagged differently but can transported assembled on a frame they should have the same STL-No	with Delivery Schedule	Vendor
N	Charge-No	If it is agreed between LINDE and the vendor to use a Charge-No it needs to be allocated in column N	12345	with Delivery Schedule	Vendor
O	LINDE IDENT-No	In case LINDE's P.O. Item contains an Ident-No this number needs to be named in column O	M48537	with Delivery Schedule	Vendor
P	LINDE TAG-No	In case LINDE's P.O. Item contains a TAG-No this number needs to be named in column P		with Delivery Schedule	Vendor
Q	Planned Date of Delivery	Planned Date of Delivery means the date of delivery as per LINDE's purchase order. The date can be entered like 'dd.mm.yyyy' or 'yyyy.mm.dd'	2008-01-01	with Delivery Schedule	Vendor
R	Customs Tariff Code	Customs Tariff Code means the code which identify the character of the goods for the relevants of export and import declaration. In case of international trade the vendor is obliged to name the customs tariff code.	9118 0023	with the Final Packing List at the latest	Vendor
S	Country of Origin	The Country of Origin means the location in which the assembly or the most important part of value has taken place by the vendor. In case of international trade the vendor is obliged to name the Country of Origin; in case of origin within the European Community with a Supplier's Declaration (for several reasons the additional declaration of the country of origin is required) / in case of origin out of the European Community with a Certificate of Origin approved by an official chamber of commerce. Tip: The completed Packing List can be used as attachment either for the Supplier's Declaration or the Certificate of Origin.	European Community (France) or United States of America	with the Final Packing List at the latest	Vendor
T	Value per Packing List Item	Value per Packing List Item means the information about the contractual agreed price for the advised or noticed quantity or, in case of material knock down, the proportionate price agreement.	125,50	with Final Packing List at the latest	Vendor
U	Currency	Please fill in the currency of the value indicated in column T	EUR	with Final Packing List at the latest	Vendor

Enclosure 4: Readiness for Dispatch Notification - Procedure

Purchaser:

Linde Engineering India Pvt. Ltd. ,
38, Nutan Bharat Society,
Vadodara – 390007
Gujarat - India

Consignee:

The following documents / certificates must be supplied by supplier to Purchaser in the right time and order to obtain Readiness for Dispatch status for further processing:

1. Delivery Schedule (To Purchaser, LEI)

Preliminary Packing List

Due: 30 days prior to contractual delivery date
Format: enclosure 2 (xls-file can be obtained by originator of this document)
Action: Purchaser will assign package no. for marking (see para 7.4) and send preliminary packing list and labels (see para 2) back to supplier.

2. Notice for Readiness for Dispatch (To Purchaser, LEI)

Due: 15 days prior to contractual delivery date
Format: E-mail including following documents and information.

2.1 Final Packing List

Format: enclosure 3 (xls-file can be obtained by originator of this document)

2.2 Export Declaration - INTRASTAT (if applicable)

Format: a copy should be send via e-mail or fax to Purchaser office

2.3 Certificate of Origin

Due: after receiving purchase order - latest with advice readiness for shipment
Format: should be send as original via courier service to Purchaser's office and via E-mail to originator of this document in advance

2.4 Pick-Up Address and Contact

Format: via e-mail to originator of this document

In case of contractual delivery term **FOB**, Purchaser or Purchaser's nominated forwarder will inform supplier about the delivery address.

Shipment is considered to be Ready for Dispatch once chapter 2). of this enclosure 4. is completed, advised good is available and the Purchaser give the release for shipment. Thus the Purchaser will be able to proceed with further handling of the goods to final place of destination!